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FILED
MAR 24 2003
JUDGE MARINA CORODEMUS

MICHAEL JOSEPH BOBACK, a minor :
by his Guardian *ad Litem* :

MICHAEL JAMES BOBACK and MARYANN :
BOBACK, as Guardians Ad Litem of MICHAEL :
JOSEPH BOBACK and DIANA BOBACK, their :
minor children, :

Plaintiffs, :

v. :

UNION CARBIDE CORPORATION; CIBA :
SPECIALTY CHEMICALS CORPORATION; :
CIBA-GEIGY CORPORATION; NOVARTIS :
CORPORATION; TOMS RIVER CHEMICAL :
CORPORATION; SANDOZ CORPORATION; :
CIBA STATES LTD; GEIGY CHEMICAL :
CORPORATION; UNITED WATER :
RESOURCES, INC.; UNITED WATER TOMS :
RIVER, INC.; and TOMS RIVER WATER :
COMPANY :

Defendants. :

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO. L-10442-01

CIVIL ACTION

**ORDER GRANTING PLAINTIFFS'
NOTICE OF MOTION ON SHORT
NOTICE TO AMEND ORDER
ENTERING JUDGMENT AND
DIRECTING DEPOSIT OF FUNDS**

This matter coming on to be heard on the application of Mark R. Cuker, Esquire, attorney for plaintiffs, and the Court having considered the moving papers and for good cause having been

shown,

IT IS, on this 24 day of March, 2003

ORDERED that Plaintiffs' Notice of Motion on Short Notice to amend Order Entering Judgment and Directing Deposit of Funds is **GRANTED**;

Mauro Corodemus

Hon. Mauro Corodemus, J.S.C.

J.S.C.

MICHAEL JOSEPH BOBACK TRUST

LAW OFFICES
BEGLEY & BOOKBINDER, P.C.
A PROFESSIONAL CORPORATION
ATTORNEY AT LAW
BLASON III OFFICE PARK
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P. O. BOX 827
MOORESTOWN, N.J. 08057

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On this 24 day of March, 2003, by Order of the Superior Court of New Jersey, Middlesex County, Law Division (hereinafter referred to as "Grantor") regarding the Estate of MICHAEL JOSEPH BOBACK aged sixteen (16) years, a disabled minor person as defined in 42 U.S.C. §1382c(a)(3)(A) (hereinafter referred to as "Beneficiary" or "MICHAEL"), Grantor enters into an agreement with THE MASSMUTUAL TRUST COMPANY, FSB, whose address is 140 Garden Street, Hartford, Connecticut 06154, (hereinafter referred to as "Trustee"). This Trust is written pursuant to 42 U.S.C. §1396(d)(4)(A), as amended on August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993, Pub. L. No. 103-66, and subsequent regulations duly promulgated in compliance with the Federal and State enabling statutes and is for the sole benefit of MICHAEL.

MICHAEL is a minor and it is expected that MICHAEL will be competent at his majority.

SECTION 1. IDENTIFICATION

1.1. NAME OF TRUST - The name of this trust is the MICHAEL JOSEPH BOBACK Trust under Agreement dated March 24, 2003.

1.2. TRUST FUNDING -

1.2.1. Initial Trust Funding - The Court has determined it to be in MICHAEL's best interest to establish a Trust with discretionary and spendthrift provisions to enhance the quality of MICHAEL's life, both now and in the future, and to direct the settlement proceeds to be paid directly to Trustee. By doing so, it is expressly intended that this Trust will provide benefits to supplement those which may otherwise be available to MICHAEL from various sources, including parental support during his minority, insurance benefits and governmentally-sponsored programs, and also to satisfy the requirements of Title 42 of the U.S.C.

§1396p(d)(4)(A). By order of the Superior Court of the State of New Jersey, Middlesex County, Law Division, in an action entitled, In the Matter of the Estate of MICHAEL JOSEPH BOBACK, Docket No. L-10441-01, Defendant shall pay over to Trustee to be held herein on behalf of MICHAEL, the sum of One Hundred Fifty-Seven Thousand One Hundred Ninety-Two Dollars Forty-Two Cents (\$157,192.42), plus interest.

1.2.2. Additions to Trust - Other property, real or personal, may be transferred to Trustee by anyone with the consent of Trustee. All property held by Trustee shall constitute the "Trust Estate." Any property transferred to Trustee by a third party is a gift to MICHAEL and cannot be reclaimed by the third party. No additions shall be made to the Trust after MICHAEL attains the age of 65 years.

1.2.3. Intention - It is Grantor's intent that MICHAEL receive all government entitlements to which MICHAEL would otherwise be entitled, but for the distributions hereunder. Grantor recognizes that in view of the vast costs involved in caring for a disabled person, a direct distribution would be rapidly dissipated. The purpose of the Trust is to permit the use of trust assets to supplement, and not to supplant, impair or diminish any benefits or assistance of any Federal, State, or other governmental entity to which Beneficiary may be eligible or which Beneficiary may be receiving. Trust funds shall not be expended on routine support obligations for which MICHAEL's parents are liable under N.J.S.A. 3B:12-43.

All provisions of this Trust shall be interpreted to qualify this trust under the provisions of 42 U.S.C. §1396p(d)(4)(A). Any provision of this Trust which may prevent this Trust from satisfying full compliance with 42 U.S.C. §1396p(d)(4)(A) shall be null and void.

SECTION 2. DISTRIBUTION OF INCOME AND PRINCIPAL

2.1. PROVISIONS DURING BENEFICIARY'S LIFETIME - During the lifetime of MICHAEL, Trustee may distribute from the principal or income, or both, of this Trust, such amounts which Trustee, in Trustee's sole, absolute and unfettered discretion, may from time to time deem reasonable or advisable. Any income of the Trust not so distributed shall be added annually to principal. Trustee may distribute income and principal to purchase a prepaid funeral for MICHAEL. Such payment must be made during the lifetime of MICHAEL.

2.2. DISTRIBUTION PROVISIONS -

2.2.1. Special Needs - In making distributions from this Trust, Trustee is authorized to consider, in Trustee's sole and absolute discretion, the reasonableness or advisability of making distributions in satisfaction of MICHAEL's special needs. As used in this instrument, "special needs" refers to the requisites for maintaining MICHAEL's good health, safety and welfare when, in the discretion of Trustee, such requisites are not being provided by any governmental agency, office or department, non-profit organizations, or are not otherwise being provided by any other public or private source. While Trustee is authorized to consider these other sources, and where appropriate and to the extent possible endeavor to maximize the collection of such benefits and to facilitate distribution of such benefits for the benefit of MICHAEL, Trustee may also, in the exercise of Trustee's discretion, disregard these other sources when making distributions to, or for the benefit of MICHAEL. Distributions may be made from the Trust Estate without securing prior Court approval.

2.2.2. Best Interest Standard - General distributions shall be based primarily on MICHAEL's best interest and in accordance with the terms of this Agreement.

2.2.3. No Right to Direct Distribution - MICHAEL shall have no right to direct a distribution from this Trust to make any provision for his food, clothing and shelter or to direct a distribution from this Trust for any other purpose.

2.2.4. Preference - MICHAEL is the preferred beneficiary and his interests shall be given priority over the interests of any Remainder Beneficiaries.

2.3. INTENT REGARDING DISTRIBUTIONS -

2.3.1. Supplemental Fund - It is the intention of Grantor to create a special and/or emergency fund for the benefit of MICHAEL and not to displace or supplant public assistance or other sources of support which may otherwise be available to MICHAEL. MICHAEL may have "special needs" such as medical, dental, ophthalmic, auditory care, psychological support services, supplemental nursing or physical therapy care, rehabilitation, medical procedures that are desirable, in the discretion of Trustee, even though the procedures may not be necessary or life-saving, differentials in cost between housing and shelter for a shared or private room in an institutional setting, expenditures for travel and transportation, companionship, entertainment, cultural and educational experiences, bringing members of MICHAEL's family and other for visitation for him, and similar care which other assistance programs may not otherwise provide. Trustee may retain the services of a Care Manager and the services of such providers as may be selected by Care Manager from a Primary Care Agency. This list is not meant to be exhaustive, but rather illustrative of the kind of special needs that this trust is designed to meet. Trustee is authorized to consider these and any other requisites of MICHAEL when making distributions.

It is important to Grantor that MICHAEL maintain a level of human dignity and humane care. Trustee should bear this in mind when making distributions from the Trust while simultaneously considering that the Trust is not to be invaded by creditors, subjected to any liens or encumbrances, or administered in such a way as to cause public benefits not to be initiated or to be terminated.

To the extent reasonable or advisable, Trustee may deplete the Trust corpus prior to MICHAEL's death, thereby giving preference to the interests of MICHAEL while simultaneously considering the interests of the Remainder Beneficiary(ies). In considering the interests of the Remainder Beneficiary(ies), Trustee is admonished to refrain from distributing property of the Trust to or on behalf of MICHAEL which will then be retitled in the name of MICHAEL. Trustee shall hold title to all property comprising the Trust even when that property is distributed to MICHAEL for his use. Trustee may liquidate property of the Trust at any time and such property need not be held in the name of MICHAEL.

No part of the Trust shall be used to supplant or replace benefits due from any insurance carrier under any insurance policy covering MICHAEL.

Prior to the death of MICHAEL, Trustee shall give special consideration to paying any outstanding expenses of administration related to the Trust, including reasonable attorneys' fees, and should further consider purchasing a reasonable burial plan to pay expenses relating to the funeral of MICHAEL.

It is my intention that Trustee provides income in-kind from this Trust, including in-kind support and maintenance, if such distributions are necessary in the sole and absolute discretion of Trustee.

2.3.2. Emergency or Material Change of Circumstances -

If there is an emergency or any other condition which Trustee reasonably believes threatens the life, safety or security of MICHAEL or any material change of circumstance (for example, upon MICHAEL's security full-time, competitive employment and/or a significant change in MICHAEL's status, or in the laws or regulations affecting him), Trustee has full and unrestricted discretion to administer this Trust so as to alleviate the condition and address the change of circumstances. In exercising the discretion granted under this Agreement, my Trustee shall always act to protect the life, safety and security of MICHAEL, which is of prime importance in the administration of this Trust.

2.4. PUBLIC ASSISTANCE PROGRAMS -

2.4.1. Public Resources - Trustee may, in the exercise of Trustee's best judgment and fiduciary duty, apply on behalf of MICHAEL for all available public benefits. Trustee shall take into consideration the applicable resource and income limitations of any public assistance program for which MICHAEL is eligible. Trustee is hereby granted full and complete discretion to initiate the process of rendering MICHAEL eligible for any such program of public benefit and is hereby granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of determining eligibility. All costs relating thereto, including reasonable attorneys' fees, shall be a proper charge to the Trust. It is the intention of Grantor that no part of the corpus of the Trust created herein shall be used to supplant or replace public assistance benefits of any county, state, federal or other governmental agency which has a legal responsibility to persons with disabilities which are the same or similar to those which MICHAEL may be experiencing. For purposes of determining MICHAEL's public

assistance eligibility, no part of the principal or undistributed income of the Trust shall be considered available to MICHAEL. MICHAEL shall not have the right to compel a distribution from this Trust or to revoke this Trust. MICHAEL does not have the power to assign, encumber, direct, distribute or authorize distributions from this Trust.

If Trustee is required to release principal or income of the Trust to or on behalf of MICHAEL to pay for benefits or services which such public assistance is otherwise authorized to provide, were it not for the existence of this Trust, or if Trustee is requested to petition the court or any other administrative agency for the release of Trust principal or income for this purpose, Trustee is authorized to deny such request and is authorized in Trustee's discretion to take whatever administrative or judicial steps may be necessary to continue the public assistance program eligibility of MICHAEL, including obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus is not available for MICHAEL for such eligibility purposes. Any expenses of Trustee in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets, except for any loss caused by Trustee's bad faith, wanton conduct or negligence.

2.4.2. Priorities - MICHAEL's eligibility and benefit programs are to be protected according to the following priorities:

- (a) Protect his medical care
- (b) Then, his Support and Maintenance
- (c) Thirdly, protect his Personal Care
- (d) Next, his Education and Work Activity programs
- (e) Finally, protect his Transportation and Recreation.

2.5. DISTRIBUTIONS AFTER DEATH OF BENEFICIARY -

2.5.1. Reimbursement for Medical Assistance -

2.5.1.1. State Reimbursement - Upon the death of MICHAEL, notice shall be provided to the State of New Jersey as set forth in subsection 3.2. and any assets remaining in the Trust shall first be used to reimburse the Department of Medical Assistance and Health Services of the State of New Jersey for medical assistance paid on behalf of MICHAEL during his lifetime, as consistent with federal and state law. Repayment shall be made to "Treasurer, State of New Jersey" and sent to:

Division of Medical Assistance and Health Services
Attn: Bureau of Administrative Control
P.O. Box 712
Trenton, New Jersey 08625

or to any successor agency.

My Trustee is directed to obtain a payoff statement from the State Medicaid Agency and to carefully review the statement for accuracy. My Trustee is encouraged to obtain professional help to review the detailed statement and verify the services, costs, and accuracy of the amounts listed as owing. The cost of such professional help shall be paid from the Trust assets as an administrative expense.

2.5.1.2. Multiple State Reimbursement - If MICHAEL has received medical assistance from more than one state, each state that provided medical assistance shall be repaid. If the Trust has insufficient assets to repay all medical assistance benefits received, then each state shall be paid its proportionate share of the remaining Trust assets.

2.5.1.3. Medicaid Priority Over Other Assistance

Programs - If MICHAEL has received payment from other assistance programs, the claim of the Department of Medical Assistance and Health Services and any similar department in other states furnishing medical assistance shall be repaid prior to making repayment to any other assistance programs to the extent that such payment may be required. Assets remaining in the Trust after such reimbursement shall be distributed as set forth in 2.6.2 below.

2.5.2. Distribution of Remaining Trust Estate - Trustee may

then pay all estate, inheritance or other death taxes which may be imposed upon MICHAEL's estate, together with expenses of any last illness, funeral and burial costs, enforceable debts, and reasonable administration expenses, and, thereafter, Trustee shall distribute the remaining Trust Estate to such persons, in such amounts, and upon such terms, Trusts and conditions as MICHAEL shall appoint under the terms of his Last Will and Testament, making specific reference to this power. If MICHAEL has not validly exercised this power to appoint by Will, the remaining principal and accrued income, if any, shall be distributed to MICHAEL's descendants per stirpes, or in default of such descendants, then to those persons who would be entitled to inherit from MICHAEL under the Intestate Laws of the State of New Jersey (N.J.S.A. 3B:5-1 *et seq.*).

2.6. AGE REQUIREMENT -If any Remainder Beneficiary less than thirty (30) years of age is entitled to receive a distribution under this Trust, Trustee shall retain such distribution to be administered as follows:

2.6.1. Income - Trustee may, in Trustee's sole and absolute discretion, pay any part or all of the net income to or for the benefit of the Remainder Beneficiary or may add any part of such income to the principal of the Trust; and

2.6.2. Principal - Trustee shall pay to or apply for the benefit of the Remainder Beneficiary as much of the principal of the Remainder Beneficiary's share as Trustee may deem proper for the Remainder Beneficiary's health, maintenance, support, and education. Trustee may use principal to assist the Remainder Beneficiary in buying a home or starting a business; and

2.6.3. Withdrawal Rights - The Remainder Beneficiary shall have the right to withdraw principal from his or her trust upon attaining the age of thirty (30) years.

2.6.4. Predecease - If the Remainder Beneficiary dies before the entire principal of such trust has been withdrawn, the entire principal shall be distributed by Trustee to the Remainder Beneficiary's then-living descendants on a per stirpes basis; or, in default of such descendants, then to MICHAEL's living descendants on a per stirpes basis (the share thus accruing to any descendant of MICHAEL for whom, at that time, Trustee holds a separate trust hereunder shall be added to such trust and thereafter held as though originally forming a part hereof); or, in default of such descendants, to the persons who would be entitled to inherit from MICHAEL under the Intestate Laws of the State of New Jersey (N.J.S.A. 3B:5-1 *et seq.*).

SECTION 3. NOTICE

3.1. NOTIFICATION TO STATE UPON CREATION OR FUNDING OF TRUST FOR BENEFICIARY OF MEDICAL ASSISTANCE - Trustee shall notify the

appropriate Social Services district which has provided medical assistance to MICHAEL of the creation or funding of the Trust including the initial funding and any subsequent additional funding.

3.2. NOTIFICATION TO STATE UPON DEATH OF BENEFICIARY -

Trustee shall notify the appropriate Social Services district which has provided medical assistance to MICHAEL of his death, and Trustee shall verify a detailed claims report of the total medical assistance provided to MICHAEL during his lifetime. Trustee shall then satisfy such claim prior to making any other distribution, in accordance with federal and state law.

3.3. NOTIFICATION OF SOCIAL SERVICES DISTRICT IN ADVANCE OF ANY TRANSFERS FROM THE TRUST PRINCIPAL FOR LESS THAN FAIR MARKET VALUE -

Trustee shall notify the local Social Services District in advance of any transactions involving transfers from the Trust principal for less than fair market value.

3.4. NOTIFICATION TO SOCIAL SERVICES DISTRICT IN ADVANCE OF ANY TRANSACTION THAT SUBSTANTIALLY DEPLETES PRINCIPAL -

Trustee shall notify the State of New Jersey in advance of any expenditure in excess of Five Thousand Dollars (\$5,000) or any transactions that substantially deplete the principal, in accordance with federal and state law. Such notice shall be given to:

Division of Medical Assistance and Health Services
Attn: Bureau of Administrative Control
P.O. Box 712
Trenton, New Jersey 08625

or any successor agency, 45 days prior to the expenditure.

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3.5. NOTIFICATION OF ACCOUNTING - Trustee shall furnish the Social Services District with an accounting rendered pursuant to subsection 5.9.

SECTION 4. FIDUCIARY PROVISIONS

4.1. TRUSTEE PROVISIONS -

4.1.1. Prohibited Trustee - Under no circumstances shall MICHAEL or MICHAEL's spouse serve as a Trustee or Successor Trustee hereunder.

4.1.2. The Right of Trustee to Resign and Provision for Naming Successor Trustee - Trustee may resign at any time by giving written notice to Grantor. If The MassMutual Trust Company, FSB ceases to act as Trustee hereunder for any reason, or if any successor trustee appointed hereunder ceases to act as trustee for any reason, then the Grantor shall, by written instrument, appoint any person or any trust company or bank with trust powers, duly chartered by the United States or any State within the United States, as successor trustee. Such appointment shall be made not more than thirty (30) days following the effective date of the resignation or removal of MassMutual Trust as Trustee hereunder. Upon appointment of a successor trustee, MassMutual Trust shall promptly transfer trust assets, together with a copy of its accounting therefore, to such successor.

4.1.3. Compensation of Trustee - Trustee shall be entitled to receive as compensation for its services under this Agreement the fees set forth in its regularly adopted Fee Schedule in effect at the time such services are rendered.

Trustee and any affiliate of Trustee shall not be deemed to be accountable for or be in violation of any common law or other duty to the Trust or to any Beneficiary by reason of any profit, benefit, payment or compensation earned or received in connection with any investment,

instrument or service issued, underwritten, provided or sold by Massachusetts Mutual Life Insurance Company or any of its affiliates.

4.1.4. Powers of Trustee -

4.1.4.1. General Powers - Trustee shall fully comply with all state laws, including the Prudent Investor Act (N.J.S.A. 3B:20-11.1 *et seq.*). In addition to the powers herein provided and those given by law (N.J.S.A. 3B:14-23), Trustee, without any order of the Court and in Trustee's sole and absolute discretion, may:

4.1.4.1.1. Make Investments - Retain any property and invest and reinvest in any property, including by way of illustration, and not by way of limitation, common stocks up to 100 percent of the estate, any common or diversified trust funds, maintained by any financial institution or association, and any form of life insurance, annuity, or endowment policies. In so doing, Trustee may act without restriction to so-called legal investments and without responsibility for diversification.

4.1.4.1.2. Purchase Investments - Purchase investments at premiums and charge premiums to income or principal, or partly to each.

4.1.4.1.3. Stocks and Bonds - Subscribe for stocks, bonds, or other investments; exercise any stock option or similar right; join in any plan of lease, mortgage, merger, consolidation, reorganization, foreclosure, or voting trust, and deposit securities thereunder; and generally exercise all the rights of security holders of any corporation.

4.1.4.1.4. Registration - Register securities in the name of his or her nominee or hold them unregistered so that title may pass by delivery.

4.1.4.1.5. Voting - Vote, in person or by proxy, securities held by Trustee and, in such connection, delegate discretionary powers.

4.1.4.1.6. Repair - Repair, alter, improve, or lease, for any period of time, any property, and give options for leases.

4.1.4.1.7. Sell - Sell property at public or private sale, for cash or credit and with or without security, exchange or partition property, and give options for sales or exchanges.

4.1.4.1.8. Real Estate - Sell any real estate, at public or private sale, upon such terms as Trustee shall deem appropriate.

4.1.4.1.9. Borrow - Borrow money from any person, including any Trustee, and mortgage or pledge any property. Trustee is specifically authorized to place a mortgage on any real estate that MICHAEL may own.

4.1.4.1.10. Compromise - Compromise claims including any questions relating to any policy of life insurance. However, Trustee need not institute litigation to collect any policy unless Trustee is reasonably indemnified for costs, counsel fees, and other expenses of such litigation.

4.1.4.1.11. Distributions - Make distribution of both income or principal in cash or in kind, or partly in each.

4.1.4.1.12. Employment of Agents - Employ such agents as Trustee may deem advisable in the administration of the estate or any trust pre-owned hereunder and pay them such compensation, if Trustee may deem proper, out of income or principal or out of both.

4.1.4.1.13. Mutual Funds - Invest in mutual funds, including but not limited to money market mutual funds, to which the Corporate Trustee or any of its affiliates, whether located within or outside of the State of New Jersey, may provide management, investment, advisory, custodial or other services for compensation, without notifying MICHAEL hereunder prior to such investment and without reducing fees or commissions payable hereunder to such Corporate Trustee.

4.1.4.1.14. Trust Additions - Add to the principal of any trust created hereunder any property received from any person by Deed, Will, or in any other manner, provided such property is acceptable to Trustee.

4.1.4.1.15. Post-Termination - Exercise all power, authority, and discretion given by this trust, after termination of any trust created herein, until the same is fully distributed.

4.1.4.1.16. Limitations - Notwithstanding any of the powers conferred upon Trustee, no individual, acting as Trustee hereunder, shall exercise or join in the exercise of discretionary powers over income, principal, or termination of any Trust (1) for his or her own benefit or (2) to discharge his or her legal obligation to support MICHAEL.

4.1.4.1.17. Government Benefits Advisor - Trustee shall have the power to retain legal and professional assistance in administering this Trust and fulfilling its purposes. In particular, in making a determination whether to distribute income or principal to or for MICHAEL under the provisions of this Trust, Trustee may engage a professional advisor knowledgeable on the subject of the availability of funds or benefits from governmental or other sources on account of MICHAEL's mental or physical disability or

handicap, to advise Trustee concerning the availability of such funds or benefits. Trustee shall be entitled to rely upon the advice and information obtained from such advisor and shall not be liable for any act or omission on the part of Trustee attributable thereto.

The reasonable costs and expenses of administering the Trust including the retention of legal and professional assistance shall be paid first out of the Trust's income and then out of principal.

4.1.4.1.18. Amend Trust - To amend the Trust from time to time to ensure continuing eligibility for Beneficiary for the public benefit programs to which Beneficiary may be entitled. If the law or regulations governing eligibility change, Trustee may amend the Trust to ensure continuing eligibility or to secure eligibility. If any provision of this original Trust fails to meet the requirements of SSI, Medicaid or any other public benefit program. Trustee may amend the trust to comply with any such provisions.

4.1.4.1.19. Residence - Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for investment or for the use and benefit of MICHAEL as Trustee, in the exercise of Trustee's sole and absolute discretion, shall determine. If Trustee shall determine that it would be in the best interest of MICHAEL to maintain a residence for his use, but that the residence owned by Trustee should not be used for such purpose, Trustee shall be authorized to sell said residence and to apply all or any part of the net proceeds of sale to the purchase of such other residence or residences or to make such other arrangements as Trustee, in the exercise of Trustee's sole and absolute discretion, shall deem suitable for the purposes. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the

trust and thereafter held, administered and disposed of as a part thereof including, but no being limited to:

4.1.4.1.19.1. Carrying Charges - To pay all carrying charges of such residence, including but not limited to any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof and other expenses incident to the maintenance of a household for the benefit of MICHAEL;

4.1.4.1.19.2. Domestic Servants - To employ domestic servants;

4.1.4.1.19.3. Maintain Lifestyle - To expend such amounts as Trustee, in the exercise of Trustee's sole and absolute discretion, shall determine to maintain the current lifestyle of any beneficiary, including, but not limited to, complete authority to provide for the personal care and comfort of any beneficiary in any manner whatsoever.

If other family members or any other persons live in the residence, Trustee must require a pro rata contribution for the expenses incurred.

4.1.4.1.20. Authorization to Invest in Mutual Funds and to Acquire and Retain Investments and Instruments of Affiliated Companies - Trustee shall have the power to invest in shares of investment companies, whether registered, exempt or excepted from registration under the Investment Company Act of 1940 (including any for which Trustee or any affiliate of trustee is acting as investment advisor, custodian, administrator, underwriter, shareholder servicing agent, and/or providing other services), without being limited by any statute or rule of law governing investment by Trustees.

Notwithstanding anything in the common law or any statute to the contrary, Trustee is specifically authorized to acquire and retain, invest and reinvest in investments and instruments, specifically including investment companies, insurance policies, annuity contracts and other investments and instruments issued, underwritten, or sold by Massachusetts Mutual Life Insurance Company ("Mass Mutual Life") or any of its affiliates. Grantor acknowledges that Trustee is wholly-owned by MassMutual Life. Grantor also acknowledges that, with respect to investments in investment companies advised by affiliates of MassMutual Life, affiliates shall receive advisory fees in connection with such investments, in addition to the compensation that Trustee receives for its services pursuant to this Agreement.

4.2. GUARDIAN PROVISIONS - MICHAEL JAMES BOBACK and MARYANN BOBACK have been appointed Guardians of Beneficiary. MICHAEL's Guardians shall be entitled to receive compensation for services rendered and to reimbursement for all reasonable expenses in accordance with N.J.S.A. 3B:18-24 and N.J.S.A. 3B:18-25. MICHAEL's parent shall not be compensated from the Trust during MICHAEL's minority.

SECTION 5. TAX AND ADMINISTRATIVE PROVISIONS

5.1. DEATH TAX CLAUSE - All estate, inheritance, and other death taxes, including any interest and penalties with respect to those taxes not caused by negligent delay, payable to any federal, state, or foreign taxing authority imposed with respect to all property comprising the gross estate, whether or not such property passes under this Trust, shall be paid out of the principal of the residuary trust estate.

5.2. INCOME TAX - Trustee hereunder shall pay any income tax liability of MICHAEL which results from income received by the Trust but properly reported on the

income tax return of MICHAEL. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to MICHAEL. MICHAEL shall not have any right to or interest in any such funds paid by Trustee. Any such funds are not a resource of MICHAEL and should not be treated as a distribution of income for purposes of Medicaid qualification.

5.3. TAX REFUND -

5.3.1. Direct Payment - The amount of any tax refund shall be paid directly to Trustee to the extent such refund is attributable to amounts previously paid by Trustee. For purposes of determining whether an amount is attributable to such prior payments any refund (including interest thereon) shall be attributed to amounts previously paid by Trustee to the extent Trustee made any tax payment for the relevant tax year which has not been previously refunded. For purposes of determining whether an amount previously paid has been previously refunded any interest included as part of a refund shall not be used to offset a previous payment by Trustee.

5.3.2. Incorrect Payment to Beneficiary - If any tax refund attributable in whole or in part to a prior payment by Trustee is paid directly to MICHAEL or his guardian or other representative, the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount which is attributable to a prior payment by Trustee as an agent of and for Trustee and shall immediately turn over such amount to Trustee.

5.4. PROTECTIVE PROVISION - All principal and income shall, until actual distribution, be free of debts, contracts, alienations, and anticipations of MICHAEL and

Remainder Beneficiary(ies), and the same shall not be liable to any levy, attachment, execution, or sequestration while in the possession of Trustee. This provision is not intended to limit the right of any state providing medical assistance to MICHAEL to reimbursement of incorrectly paid benefits.

5.5. NON-ACCRUAL OF INCOME - All income not actually paid for the benefit of MICHAEL before termination of his interest shall be treated as though it had accrued and become payable thereafter, and no credit or accrual shall be made for taxes, commissions, or other charges theretofore made against income. Income shall not be apportioned between successive beneficiaries.

5.6. DISABILITY PROVISION -Unless otherwise provided for herein, any income or principal payable to any Remainder Beneficiary who, in the opinion of Trustee, is mentally or physically disabled, shall be held in a separate trust by Trustee during such disability unless the trust share is sooner terminated as otherwise provided herein. Income may be accumulated, and income and principal may be expended for the health, maintenance, support, and education of such Remainder Beneficiary as Trustee, in Trustee's sole and absolute discretion, may determine. Trustee may apply the same directly without the intervention of a guardian or pay the same to any person having the care or control of such Remainder Beneficiary or with whom such Remainder Beneficiary resides without duty on the part of Trustee to supervise or inquire into the application of such funds. The balance of such income and principal shall be paid to such Remainder Beneficiary when the disability ceases or to upon the death of such Remainder Beneficiary, then to such Remainder Beneficiary's descendants on a per stirpes basis.

5.7. RULE AGAINST PERPETUITIES - If any trust hereunder is situated in a jurisdiction which has a Rule Against Perpetuities, then notwithstanding anything herein to the contrary, no Trust hereunder shall extend beyond twenty-one (21) years after the death of the last survivor of MICHAEL and the descendants living at the date of MICHAEL's death. At the expiration of that period, Trustee shall distribute the remaining portion of any Trust property in Trustee's hands to the beneficiaries entitled to the income at that time.

5.8. ACCOUNTINGS -

5.8.1. Eligibility Agency - Trustee shall render an account of the administration of the trust to the appropriate eligibility determination agency within 120 days after the end of each trust's tax year.

5.8.2. Parents/Guardians - Trustee shall render an account of the administration of the trust to MICHAEL and MICHAEL JAMES BOBACK and MARYANN BOBACK, MICHAEL'S parents and natural guardians, and the approval thereof by MICHAEL or MICHAEL'S parents so long as MICHAEL is a minor shall be conclusively binding upon all parties in interest under this Agreement. MICHAEL or his parents shall be conclusively presumed to have approved each such account unless he, she, or they file written exceptions thereto with Trustee within thirty (30) days after the receipt of each account. Copies of the Corporate Trustees' standard income and principal transaction statements issued quarterly by such Trustee shall be sufficient to satisfy the requirements of this Section. Nothing herein shall limit the right of Trustee to file an accounting in a court of competent jurisdiction at appropriate times. The records of the Trust shall be opened at all reasonable times to the inspection of MICHAEL and his parents and their appointed representatives.

5.9. IRREVOCABILITY -

5.9.1. No Retained Powers - Neither Grantor, Trustee, nor MICHAEL shall have any right or power, whether alone or in conjunction with others, in whatever capacity (1) to alter, amend, revoke, or terminate this Trust, or any of the terms of this Agreement, in whole or in part; (2) to designate the persons who shall possess or enjoy the Trust property, and the income therefrom during his lifetime; or (3) to exercise any of the incidents of ownership in any property transferred to the Trust. However, the Trust may be amended by the Grantor or Trustee, if necessary, to conform to the requirements of 42 U.S.C. §1396p and/or state law.

5.9.2. Court Retains Jurisdiction - Notwithstanding the provisions of subsection 5.11.1., the Middlesex Court for the State of New Jersey retains the jurisdiction to, and may, alter or amend this Trust either on its own motion, or the motion of a Trustee, or on the motion of any beneficiary (or such beneficiary's legal representative) who is then presently eligible to receive distributions from the Trust. No contingent beneficiary not presently vested in the Trust Estate shall have standing to Petition the Court to alter or amend this Trust. Amendments shall conform with 42 U.S.C. §1396p and/or state law. Trustee shall be required to give notice of any petition to alter or amend this Trust to the County attorney for the Department of Social Services wherein MICHAEL is receiving Public Assistance benefits.

5.10. CHOICE OF LAW PROVISION - This Trust Agreement shall be governed by and construed in accordance with the laws of the State in which the Trustee is domiciled.

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5.11. DEFINITIONS -

5.11.1. Per Stirpes Distributions - Unless otherwise specifically provided, all distributions are to be made to a person's descendants, per stirpes.

The distributable assets are to be divided into as many shares as there are then-living children of such deceased person and deceased children of such deceased person who left then-living descendants. Each then-living child shall receive one (1) share and the share of each deceased child shall be divided among such child's then-living descendants in the same manner.

5.11.2. Descendants - The descendants of a person means all of that person's lineal descendants of all generations. The relationship of parent and child at each generation shall be determined by the definition of parent and child contained under State of New Jersey law as of the date of my death.

A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

5.11.3. Disability - A beneficiary under this Trust is disabled or under a disability when he or she is under the age of eighteen (18) years and not emancipated; or, if in the judgment of Trustee, such beneficiary is unable to manage his or her property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. If any court of competent jurisdiction has declared a beneficiary to be disabled or under a disability, Trustee shall be bound by that determination as long as that determination is in effect.

5.11.4. Education - As used in this Trust, "education" shall include:

5.11.4.1. College - Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

5.11.4.2. Vocational - Any course of study or instruction at any institution for specialized, vocational, or professional training.

5.11.4.3. General - Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

5.11.4.4. Course of Study - Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with such beneficiary's abilities and interests.

5.11.4.5. Types of Distributions - Distributions for education may include tuition fees, books, supplies, living expenses, travel, and spending money to the extent such education expenses are reasonable.

5.11.5. Trustee - Any reference to "Trustee" shall include the singular or the plural and the masculine, the feminine, or the neuter and is intended to refer to such person or persons serving as Trustee, including my original Trustee or any successor Trustee whether such Trustee shall be an individual or a corporation.

5.11.6. Other Definitions - Except as otherwise provided in this Trust, terms shall be as defined in the Administration of Estates-Decedents and Others Act (N.J.S.A. 3B:1 *et seq.*) as amended after the date of this Trust and after my death.

5.12. CONTEST CLAUSE - If any beneficiary, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this Trust, including any codicils

thereto, or commences or prosecutes any legal proceedings to set aside this Trust, then in such event such beneficiary shall forfeit his or her share, as well as the share of any of his or her descendants, and cease to have any right or interest in the trust property. Such beneficiary's share shall be distributed as if the contesting beneficiary predeceased me without any living descendants.

Trustee is authorized to defend, at the expense of the trust property, any contest or other attack of any nature on this Trust or any of its provisions.

5.13. SEVERABILITY - A determination that any provision of this Trust Agreement is prohibited by law shall be effective in respect to that provision only, and shall not invalidate the remaining provisions of this instrument. In the event of such a determination, such provision shall be reformed to comply with applicable law to the extent possible and consistent with the intent and purpose of this Trust Agreement.

SECTION 6. SPECIAL PROVISIONS REQUIRED BY NEW JERSEY REGULATIONS

6.1. INCIDENTAL BENEFIT - Persons, other than Beneficiary, who benefit indirectly from the Trust must reimburse the Trust for a pro rata share of trust expenses.

6.2. SUPPORT OBLIGATION - Trust distributions shall not be made in a manner that will relieve the parents of Beneficiary of their duty to support minor children if they are capable of doing so.

6.3. BOND - Since the Trustee is a Corporate Trustee, bond is waived.

6.4. POOLED TRUST PROHIBITED - This Trust may not be altered to a "Pooled Trust." No other trust alterations are permitted except as provided in subsection

5.11.

6.5. PROHIBITED REPAYMENT - Trust assets may not be used to repay other persons or creditors upon the death of Beneficiary prior to repayment required under subsection 2.6.1.

6.6. BURIAL - Trust funds may be used to provide for a prepaid burial plan including an irrevocable funeral trust, however, distribution must be made during the lifetime of Beneficiary. Trust assets may not be used for the burial of Beneficiary after the death of Beneficiary until repayment has been made under subsection 2.6.1.

IN WITNESS WHEREOF the Superior Court for the State of New Jersey, as Grantor, and THE MASSMUTUAL TRUST COMPANY, FSB, as Trustee, have signed this Trust Agreement on the day and year first above written.

SUPERIOR COURT FOR THE
STATE OF NEW JERSEY

Marina Corodemus

BY: Hon. Marina Corodemus, J.S.C.

ACCEPTED:

THE MASSMUTUAL TRUST COMPANY, FSB, Trustee

BY: _____

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MOORESTOWN, N.J. 08057

STATE OF CONNECTICUT .

:

: ss.

COUNTY OF _____

:

I CERTIFY that on this ____ day of _____, 2003, _____
_____ personally came before me and this person acknowledged
under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as
_____ of THE MASSMUTUAL TRUST COMPANY, FSB, the corporation
named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed
by virtue of authority from its Board of Directors.

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